## City of Sunnyvale

550. Remington Drive P.O. Box 3707 Sunnyvale, CA 94088-3707 (408) 730-7751

### **Community Center Policies**

### **Reservation Procedures**

All customers must submit two (2) forms of residency verification in order to receive a discount on facilities where a residency discount is applicable.

Reservations can be made over the phone with a Mastercard or Visa, or in person at the Sunnyvale Community Center's Recreation Building Monday through Friday between the hours of 1:00pm and 5:00pm.

All rentals must be paid for in advance. A security deposit, paid by cash, check or credit card, is required at the time of the reservation to reserve a room for any event. The balance must be paid no later than 30 days prior to the event. If payment is not received 30 days prior to the event, the City of Sunnyvale will cancel your reservation and withhold the security deposit.

Once the balance of the permit is paid, the security deposit will become a damage deposit. Please see policies regarding damage deposits on the following pages.

Reservations can be made one year to the day in advance of your event. Reservations, including kitchen facilities, must be made a minimum of 30 days in advance. Reservation times and dates must be set 30 days prior to an event.

Reservations for the Community Center on designated City holidays will require approval by the Facilities Coordinator. Special holiday rates may apply at staff discretion.

Groups composed of minors (under 18 years old) must be supervised by 1 adult for every 20 minors while they are using the facilities. The permit must be issued to the adult supervising the function. Permits will only be issued to individuals between 18-21 years of age for events without alcohol.

### **Rental Time Requested**

Rental times are required upon making the reservation. Rental fees are applied for preparation and actual program time. The hour following an event is to be used by the customer for cleaning **ONLY**. The permittee will be obligated to pay for additional set-up time required by the caterer.

All activities must be concluded no later than 12:00 a.m. (including clean-up time). All persons associated with your event must vacate the premises when the permitted time expires. Events that go over actual program time will have one hour's worth of fees withheld from the damage deposit for every 15 minutes that pass.

### **Permit Changes/Revisions**

A \$25.00 administrative fee will be assessed for all revisions with the exception of additional time added to an existing permit.

A minimum of 30 days advance notice is required to revise an existing permit and to add an alcohol damage deposit.

The permittee shall be required to pay for additional services/equipment not requested in advance.

Changes/revisions to an existing permit will not be allowed within 30 days prior to the scheduled date.

### **Cancellation Policy**

The City of Sunnyvale reserves the right to cancel any reservation contract and/or equipment request upon two weeks notice. This shall be done when it is deemed necessary to do so and in consideration of the First Amendment Rights of the applicant.

To receive a refund, please inform the Reservation Office 30 days in advance for all cancellations and revisions. A \$25.00 administrative fee will be assessed for all cancellations.

If for any reason an event is cancelled within 30 days prior to its scheduled date, all rental fees associated with that event will be withheld. The damage deposit will be refunded.

### **Refunds/Damage Deposit Refunds**

Refunds will be mailed to the permittee. If the permittee paid by check or cash, a check will be mailed for the appropriate amount approximately 4 to 6 weeks after the date of the event or after a cancellation has been made. If the permittee paid by credit card, the permittee's credit card will be credited for the appropriate amount with 2-3 weeks following the event or cancellation request.

Damage deposit refunds will be processed after your event if the facility is left in a satisfactory condition, nothing is broken, and the event ends at its scheduled time.

The City will deduct from the damage deposit additional charges relating to, but not limited to, additional maintenance time, additional facility use time and equipment or property damage during your event.

If Public Safety is called to address an issue or disturbance at your event at any time, your damage deposit will be withheld.

The City reserves the right to hold the users damage deposit in its entirety if user does not follow specified City policies. This will hold true regardless of who (permit holder, guest, or agent of permit holder) was responsible for the breach of policy.

### **Senior Center Catering Information**

Customers are required to use a qualified caterer and complete the attached "Catering Agreement" form if they plan on serving food during their event. Failure to submit the completed form when due will result in the cancellation of your event and the loss of all associated fees.

Potlucks are not permitted in the Orchard Pavilion. If there is food present at an event, it must be provided by a qualified caterer who has met the criteria set forth in the "Catering Agreement" form.

If a customer wished to have food prepared on site it must be done by the City's in house caterer. There will be no kitchen access granted for events other than those catered by the City's in house caterer.

### **Recreation Center Catering Information**

Customers are required to complete the attached "Catering Agreement" form if they plan on having their event catered. The completed "Catering Agreement" form will be due a minimum of 30 days prior to the event. Failure to submit the completed form when due, will result in the cancellation of your event and the loss of all associated fees.

Potlucks are permitted in the Recreation Center and do not require completion of the "Catering Agreement form

### Alcohol and Insurance Information

Liability Insurance will be required for any event hosted in the Ballroom, Community Room or Orchard Pavilion where alcohol is present.

A General Liability Insurance policy in the amount of \$1 million will be required with the City of Sunnyvale listed as an additional insured with wording as follows:

# "The City of Sunnyvale, its officers, agents, and employees are hereby named as additionally insured"

Proof of insurance and the accompanying endorsement must be submitted a minimum of 30 days prior to the event. Failure to do so will result in cancellation of the event and the loss of all associated fees.

Customers who wish to serve hard alcohol must go through a caterer or bartender that holds a proper liquor license/insurance and Sunnyvale business license.

### **Facility Attendant**

A Facility Attendant will unlock and lock the facility, answer any questions, and enforce all rules of operation. An attendant(s) will set up the room prior to the designated time allowed for

preparation and assist with additional tasks as necessary. Please report all spills and any problems to the attendant immediately.

### **Room Set-Up and Special Request**

The Facilities Coordinator must approve decorations, special requests, and the room set-up diagram.

A room set-up diagram is due 30 days prior to the event (a floor plan of the room will be included in the reservation packet onto which you can sketch your desired room set up). A Facility Attendant will have set up all tables and chairs, in accordance with your set-up diagram, by the time the program/event begins. Failure to receive a room set-up diagram will result in no set-up being performed.

Pins, tape, or staples into the walls and partitions in the Orchard Pavilion are prohibited. Decorations must be self-standing in the Orchard Pavilion. No confetti, glitter, silly string, or fog machines permitted in rooms in the Senior Center and the Recreation Center.

If the permittee should, for any reason, be unavailable during an event, it is his/her responsibility to nominate a representative to act as a point of contact should city staff have any questions or concerns in regards to the event. You may indicate the person on the Community Center Liability Statement.

The City of Sunnyvale does not guarantee that the fountains will be operational during an event.

## **Clean-Up Responsibilities**

The user has the responsibility of leaving the room as it was originally found. The City of Sunnyvale will furnish NORMAL cleaning supplies such as trash bags, mops, and sponges. Staff will remove all tables and chairs; however it is the user's responsibility to clean them. A Clean-Up Responsibility Policy Form will be provided when the reservation is made and on the day of the event. This form can be used as a checklist to ensure that the user adheres to all clean-up responsibilities. The permittee is given up to 1 hour to clean the facility following the conclusion of an event. This time is used specifically to clean.

### **General Regulations**

Each guest at an event must obey all applicable City, State and Federal rules, ordinances, laws and regulations. Failure to obey the rules and regulations will result in cancellation of the permit. Additionally, you may be asked to leave the facility and/or be subject to legal action.

Food and drinks are prohibited on the stage in the Orchard Pavilion.

The person or organization to whom the permit is issued assumes all responsibility for use of the facility. Permits cannot be transferred, assigned or sublet. The permit holder or their delegate must be in attendance at all times.

Only City of Sunnyvale vehicles are allowed on Community Center grounds. You may park only in designated parking areas, including the time spent loading and unloading your vehicle.

The rooms reserved exclusively for your activity are included on your permit. You may not use other rooms in the facility.

The City has the right to assign a staff member to supervise the event.

The City retains the right to prohibit excessively large audio equipment that may be considered a nuisance or disturbance to the surrounding community. Equipment that may cause power failure to the facility will be prohibited.

Gambling is prohibited. Gambling is defined as: "giving of value for the possibility of obtaining the operation of an element of chance."

Commercial or profit-making activities are not allowed. You may not charge admission fees, sell products, or solicit donations without prior special approval by the Department Director or the assigned representative.

Smoking is prohibited within twenty feet of any entrances, exits, or operable windows.

Specific fire code regulations must be followed for candle usage. No open flames allowed. Please call the Reservation Office for further details.

The display of banners and/or signs is prohibited.

No confetti or glitter is permitted in or around the Community Center.

No soliciting is allowed in or around the Community Center.

The City of Sunnyvale is not responsible for accidents, injury, illness, or loss of group or individual property.

Specific fire code regulations must be followed for candle usage. No open flames allowed. Call the Reservation Office for further details.

Proof of insurance may be required, depending on the type of event.

Birdseed may be thrown outside the Community Center at wedding receptions; no rice is allowed.

Anyone violating the established rules and regulations or constituting a public nuisance may be required to leave the facility and your deposit may be withheld.

Please do not offer gratuities to City employees as they have been instructed not to accept them.

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### **Clean-up Responsibility Policies-Community Center**

These guidelines will serve to highlight the responsibilities on the part of both Sunnyvale City staff and the user.

### **STAFF**

The City of Sunnyvale does provide staffing for events. The primary function of the staff is to set-up all tables and chairs prior to an event and to remove all tables and chairs following an event. They will be responsible for **light** clean-up services only. A facility attendant(s) will remain on the premises for the span of the event. The attendant(s) will provide the user with guidance for all of the items listed below. They will also provide any clean-up materials to aid in cleaning, such as brooms, mops, and trash bags.

#### **USER**

The user bears the responsibility of leaving the facility in the same condition as it was found. Failure to comply will lead to forfeiture of all or part of the permittee's damage deposit.

In Order to ensure a full reimbursement of the damage deposit, the user must meet the following criteria:

\_\_\_\_\_Floors are swept and mopped (if necessary) and restored to the same conditions at the start of the event

\_\_\_\_\_All bottles, cans, cups, etc. are removed from the premises and put in the proper recycling bin

\_\_\_\_\_Tables and chairs wiped clean of food and beverage spills

\_\_\_\_\_Any "wet spills" on floor mopped (wet spills must be addressed at the time they occur)

\_\_\_\_\_Trash bagged and transferred to the designated area

\_\_\_\_\_\_Kitchen area clean and cleared of any food or debris (Ballroom and Orchard Pavilion only)

\_\_\_\_\_\_Wet bar area clean, including countertop (Ballroom only)

\_\_\_\_\_\_Patio area clean, including the removal all cans, bottles, cups, etc

Additionally, events must conclude at the time specified on the Reservation Contract. The City of Sunnyvale does not permit adding additional time to a function the day of the event. If for any reason time does exceed designated for clean up, the permittee's damage deposit will be forfeited and public safety may be dispatched.

Before departing, it is of utmost importance that the user checks with the staff supervisor to ensure that the facility is in fact "clean." This will aid, however not guarantee, in insuring the entire amount of the damage deposit is reimbursed to the permitee.